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other partner in whose hands the profits are, cannot refuse to account for and divide them on the grounds of the illegal character of the original contract. *Brooks v. Martin*, 69 U. S. 70; *Central Trust Co. v. Ohio Cent. Ry.*, 23 Fed. 306. The general principle, however, as to contracts *malum in se* is that they are against public policy and the courts will not aid either party to escape the consequences. *Goodrich v. Tenny*, 144 Ill. 422; *Oliver v. Gilman*, 52 Fed. 562.

CONTRACTS—SEVERABLE CONTRACTS.—*JOHNSON ET AL. V. FEHSEFEDDT*, 118 N. W. 797 (MINN.).—*Held*, that the mere fact that a price has been affixed to each bushel of a crop contracted to be threshed, is not sufficient to make it severable.

It is the universal rule that the intention of the parties determines whether a contract is entire or severable. *Shinn et al. v. Bodine*, 60 Pa. St. 182. And this intention must be discovered by considering the language employed and the subject matter of the contract. *Southwell v. Beezley*, 5 Ore. 458. The consideration to be paid is a means of determining this question. *Clay Commercial Tel. Co. v. Root*, 4 Atl. 828 (Pa.); but it is frequently a question of fact. *Minget et al. v. Corbin*, 142 N. Y. 334.

CRIMINAL LAW—CONFESSIONS—ADMISSIBILITY.—*PEOPLE V. OWEN*, 118 N. W. 590 (MICH.).—Where one was arrested after having attempted to commit murder, and without expressing any desire to make a statement, was put under oath by a notary and examined by the chief detective in the presence of a police commissioner, two police officers, and the official stenographer of the police department, and in the course of such examination made answers which amounted to a confession, *held*, that such confession was voluntary and admissible in evidence. Moore and McAlvay, J. J., *dissenting*.

The simple fact that a confession is made to a police officer does not render it inadmissible; *People v. Rogers*, 18 N. Y. 9; even if made in reply to questions, in the absence of any inducements of hope or fear. *Spicer v. State*, 69 Ala. 159. But it is a well settled rule that an extra judicial confession is not admissible in evidence against the accused unless it has been freely and voluntarily made. *Wilson v. U. S.*, 162 U. S. 622. And this rule applies when the prisoner has been influenced by any inducement of hope or fear, however slight, for the reason that the law cannot measure the force of the influence used or decide upon its effect on the mind of the prisoner. *People v. Clark*, 105 Mich. 169. So where a prisoner testifies he must not be sworn, for if to the embarrassments and perplexities of the situation are added the danger of perjury and the dread of additional penalties, the confession can scarcely be regarded as voluntary, but on the contrary it seem to be made under the very influences which the law is particularly solicitous to avoid. *Greenleaf on Evidence*, § 225; *State v. Garvey*, 25 La. Ann. 191.

CROPS—DEED OF LAND—ORAL RESERVATION OF GROWING CROPS FOR THIRD PERSON.—*BECK V. McLANE*, 114 N. Y. SUPP. 44.—After the tenant

of the plaintiff's farm had sowed rye, on an oral agreement that half the crop was to belong to him, and that he might harvest it after the expiration of the lease, the plaintiff conveyed the land to the defendant who orally agreed to respect the agreement with the tenant. *Held*, that the rye being personal property and belonging to a third person, the agreement between the parties to the deed amounted to a constructive severance of the rye, and effectively reserved or excepted it. *McLennan*, P. J., and *Kruse*, J., *dissenting*.

When land is sold which has upon it immature crops, these crops generally pass with the land. *Brown v. Thurston*, 56 Me. 126; *Trip v. Hasceig*, 20 Mich. 254. However, there are some cases where the title to the crops does not thus pass. One case is where the crop has been severed by a valid sale, *Austin v. Sawyer*, 9 Cow. (N. Y.) 39, but this sale must be in writing to satisfy the Statutes of Fraud. *Powell v. Rich*, 41 Ill. 466. Another exception is where by weight of authority the crop is reserved by a written agreement at the time of the sale. *McIlvaine v. Harris*, 20 Mo. 457; *Clap v. Draper*, 4 Mass. 266. *Contra: Backenstoss v. Stahler*, 33 Pa. St. 251, holds that crops may be reserved by parol agreement.

EVIDENCE—ADMISSIBILITY OF PAROL EVIDENCE—REFORMATION OF A WRITTEN AGREEMENT.—*HUGHES v. PAYNE*, 117 N. W. 363 (S. D.).—*Held*, that where the reformation of a written contract is sought on the ground of mistake resulting from the omission of certain terms, parol evidence is admissible to prove the mistake and the omitted terms. *Fuller*, J., *dissenting*.

The general rule is that parol evidence prior or contemporaneous to a written agreement is not admissible for the purpose of contradicting, altering or in any way varying it. *Courtwright v. Burns*, 13 Fed. 317. In equity this rule applies as well as in law, but here it is subject to the exceptions of fraud, accident or mistake in which cases the courts will grant relief. *First National Bank v. Bast*, 101 U. S. 93. But the contrary has been held in Rhode Island. *Macomber v. Peckman*, 16 R. I. 485. In Pennsylvania, even in courts of law, parol evidence is admissible in case of fraud, accident or mistake. *Melcher v. Hill*, 194 Pa. St. 440. But it must be borne in mind, that equity will exercise the power of reforming instruments with caution, and only when a proper case is made by the pleadings. *Striker v. Tinkham*, 35 Ga. 176. In all these cases the party that seeks reformation of the written instrument has the burden of proof. *Smith v. Allen*, 102 Ala. 406.

INSURANCE—NON-PAYMENT OF PREMIUM NOTES—EFFECT.—*ARKANSAS INS. CO. v. COX*, 98 PAC. 552 (OKLA.).—*Held*, that where two notes are given in payment of the premium on a fire insurance policy, and no reference is made to them in the policy, nor the validity of the policy is in any way made contingent upon the payment of the notes, the policy is not invalidated by non-payment of the notes at their maturity.

Where a policy provides that if premium notes be not paid the policy